

**AMENDMENT**  
**TO THE INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**AMERITECH WISCONSIN**  
**AND**  
**TALK AMERICA INC.**

This Amendment provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged by Talk America Inc. as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and Wisconsin Bell Telephone Company d/b/a Ameritech Wisconsin ("Ameritech Wisconsin").

WHEREAS, CLEC filed notice seeking to sectionally adopt the provisions of the Interconnection Agreement between Ameritech Wisconsin and AT&T Communications of Wisconsin ("AT&T") with the exception of the rates, terms and conditions in such Agreement relating to intercarrier compensation, including any legitimately related terms (referred to as "underlying Agreement").

WHEREAS, Ameritech Wisconsin and CLEC are hereby filing this Amendment to incorporate rates, terms and conditions relating to intercarrier compensation into the Parties' Interconnection Agreement (which Interconnection Agreement is comprised of CLEC's sectional adoption of the AT&T Agreement, with the exception of the rates, terms and conditions set forth in Articles IV, VII, XXVII and XXX to the AT&T Agreement relating to reciprocal compensation and any legitimately related terms, and this Amendment incorporating intercarrier rates, terms and conditions into such Interconnection Agreement) (the "Agreement");

NOW THEREFORE, the Parties agree as follows:

- I. Attachment 4 of the Agreement is amended as follows to add the following Sections 4.9, 4.10 and 4.11 and associated subsections:

**4.9 Measurement and Billing.**

- 4.9.1 For billing purposes, each Party shall pass original and true Calling Party Number ("CPN") information on each call that it originates over the Local/IntraLATA Trunks. Neither Party will alter the CPN Field.

- 4.9.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.9.3 Where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (“**MOU**”) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 4.9.4 Measurement of Telecommunications traffic billed shall be in tenths of seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 4.9.5 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.9.6 Where the Parties are performing a transiting function as defined in **Article VII, Section 7.3**, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default originator.
- 4.9.7 Where CLEC has direct End Office Switch and Tandem Office Switch Interconnection arrangements with SBC-AMERITECH, SBC-AMERITECH will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminated MOUs by the appropriate rates in order to determine the total monthly billing to each Party.
- 4.9.8 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a Percent Local Usage (PLU) report.
- 4.9.8.1 PLU is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
- 4.9.8.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties’ networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail

type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

#### **4.10 Reciprocal Compensation**

- 4.10.1 Reciprocal compensation applies for transport and termination of Local Traffic billable by SBC-AMERITECH or CLEC which a Telephone Exchange Service Customer originates on SBC-AMERITECH's or CLEC's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided in the **Pricing Schedule**. Such traffic shall be recorded and transmitted to CLEC in accordance with **Article XXVII** (Billing) of this Agreement.
- 4.10.2 Except as provided in Section 4.10.4, below, the Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for all Local Traffic. For purposes of the reciprocal compensation provision of this Agreement, "Local Traffic" has the same meaning as the term Local Traffic/Local Call defined in **Schedule 1.2**. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate set forth in the **Pricing Schedule**.
- 4.10.3 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. The total conversation seconds over each individual Local Interconnection Trunk Group, measured in accordance with **Section 4.9.4**, will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 4.10.4 (a) Reciprocal compensation applies for transport and termination of Local Calls, as defined in **Schedule 1.2**.
- 4.10.4 (b) Currently, calls originated over UNEs in areas served by SBC-AMERITECH, are not subject to reciprocal compensation since the UNE origination rates for unbundled local switching reflect and include the costs

of call termination. Upon completion of SBC-AMERITECH's development of a long term shared transport product, compensation for calls originated over UNEs in Wisconsin will be handled as described in **Section 4.10.4(a)**.

SBC-AMERITECH will complete the development of a long-term shared transport product by no later than October 8, 2000, and it will be made available to CLEC via amendment to this Agreement.

- 4.10.5 The compensation arrangements set forth in this Article are not applicable to: (i) Switched Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. Reciprocal Compensation applies to Internet-bound traffic. Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 4.10.6 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.
- 4.10.7 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to **Article XIII** shall be as specified below. The Parties agree that under INP, the net terminating compensation on calls to INP numbers will be received by each End User's chosen local service provider as if each call to the End User had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the End User's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties will treat all ported calls as two separate call segments in the InterLATA and IntraLATA access billing and local interconnection settlement billing systems.
- 4.10.8 Calls delivered to or from numbers that are assigned to an exchange within the calling party's Local Service Area, as defined in the definition of "Local Traffic/Local Call" in **Schedule 1.2**, but where the receiving or calling party is physically located outside such Local Service Area to which the number is assigned, are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation, are not subject to local reciprocal compensation, and shall be treated in accordance with **Schedule 4.1** for compensation purposes.

4.10.9 Reciprocal Compensation applies to traffic terminated at either Party's end office switch. Traffic that is dialed on a seven digit basis, directed to a telephone number within the calling party's Local Service Area, and directed to an Internet web site through an Internet Service Provider, is subject to reciprocal compensation as provided in this Section.

**4.11 LOCAL TRAFFIC COMPENSATION:** The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable state-specific rate elements can be found in the **Pricing Schedule**.

4.11.1 Tandem Office Switch Served Rate

4.11.1.1 Tandem Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination at the Tandem Office Switch

4.11.1.2 The Tandem Office Switch served rate is comprised of the following rate elements:

4.11.1.2.1 Tandem Switching (compensation for the use of tandem switching functions) –

\$ 0.000392 per MOU;  
\$ 0.000735 setup per Message.

4.11.1.2.2 Tandem transport (compensation for the transmission facilities between the local tandem and the end offices subtending that tandem. Applicable rates are:

a) Common Transport Termination –  
\$ 0.000058 per MOU;  
\$ 0.000110 setup per Message.

b) Common Transport Facility –  
\$ 0.000004 per MOU per Mile.  
\$ 0.000008 setup per Message.

4.11.2 End Office Switch Served Rate

4.11.2.1 The End Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that

terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

4.11.2.1.1 End Office Setup – \$ 0.000505 per Message

4.11.2.1.2 End Office Duration – \$ 0.000244 per MOU

II Attachment 7, Sections 1 and 3 of the Agreement is amended as follows to add the following Sections 7.0 7.3 and 7.4 and associated subsections:

**7.0 Transport and Termination of Other Types of Traffic.**

**7.1 Information Services Traffic.**

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party ("**Originating Party**") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("**Terminating Party**") to whose information platform the Information Services Traffic terminated.

7.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers.

7.1.4 Intentionally deleted.

7.1.5 Once a billing and collection agreement has been signed, the Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

(a) The Information Services Billing and Collection fee set forth on the **Pricing Schedule**; and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and

(c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.6 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

### 7.3 Transit Service

7.3.1 The Transit Rate element applies when one Party sends Local or IntraLATA Toll traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in the **Pricing Schedule**.

7.3.2 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will pay the transiting Party any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic, provided that: (i) such charges are no greater than those that would be imposed or levied on, or incurred by, the transiting Party if such traffic were originated by the transiting Party rather than the other Party, (ii) the transiting Party provides to the originating Party data supporting the transiting Party's belief that the originating Party is responsible for the third party charges, and (iii) the transiting Party provides the originating Party with notice of such proposed charges and the opportunity to contest such charges with the third-party carrier prior to making payment. Neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

7.3.3 Subject to **Section 7.3.5** below, CLEC shall not bill SBC-AMERITECH for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-AMERITECH is sent CPN or is not sent CPN by the originating company. However, in the event CLEC indicates to SBC-AMERITECH that unidentified transit traffic volume has become significant, SBC-AMERITECH agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

- 7.3.3.1 The transiting Party will pass the original and true CPN if it is received from the originating third party.
- 7.3.4 Consistent with the requirements of **Article XXVII** of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party. Where available, each Party agrees to forward to the other with each call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call.
- 7.3.5 Where the Parties are performing a transiting function as defined in **Section 7.3.1** above and CLEC is an SBC-AMERITECH LSNE user, the transiting Party will pass the original and true CPN if it is received from the originating carrier. The transiting Party will also provide records in accordance with **Article XXVII**, including providing the OCN of the originating third party carrier to the terminating Party. In the event that the originating OCN is not included in the records provided to CLEC from SBC-AMERITECH, SBC-AMERITECH will be billed for termination of calls on a default basis.
- 7.3.6 Meet-Point Billing compensation arrangements are as described in **Article XXVII**.
- 7.3.7 The Parties expect that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate TCAP message to facilitate full interoperability of those services supported by ILEC and billing functions. SBC-AMERITECH agrees to ensure that CLEC receives, in accordance with the record transfer provisions of **Article XXVII** of this Agreement, equivalent information on all calls that are originated by any other LEC, CLC or CMRS provider with which SBC-AMERITECH interconnects and which are subsequently terminated to CLEC.
- 7.3.8 CLEC may, in its sole discretion, offer Transit Traffic services to SBC-AMERITECH or other third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic services provided by SBC-AMERITECH.
- 7.4 In the case of Switched Access services provided through either Party's Access Tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access service customer will accept or pay for the traffic. Nor will either Party offer blocking capability for Switched Access traffic delivered to either Party's tandem for completion on either Party's network. Each Party agrees to furnish the other with a list of those IXCs that interconnect with the Party's tandems.



- III. Attachment 27, Section 11 of the Agreement is amended as follows to add the following Section 27.11 and associated subsections:

**27.11 Mutual Compensation**

- 27.11.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement in the **Pricing Schedule** and in accordance with **Section 27.11.5**, below.
- 27.11.2 In SBC-AMERITECH, billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation, as described in **Section 27.3.2**, preceding.
- 27.11.3 Where a procedure has not already been set forth in this Article, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.
- 27.11.4 When CLEC is a local switch network element customer of SBC-AMERITECH, SBC-AMERITECH will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied by CLEC's switch port count to arrive at CLEC's compensation for terminating traffic originated from a third party. SBC-AMERITECH will calculate each month's statewide average revenue/access line using that month's mutual compensation summary data and apply to each CLEC switch port in service to arrive at that month's compensation.
- 27.11.5 When CLEC is a local switch network element customer of SBC-AMERITECH, provision of records by SBC-AMERITECH for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties.

- IV. Attachment 30, Section 18 of the Agreement is amended as follows to add the following Section 30.18 and associated subsections:

**30.0 Miscellaneous**

- 30.18 **Scope of Agreement.** This Agreement is entered into pursuant to Sections 251 and 252 of the Act and describes and enables arrangements including specific Interconnection and access to unbundled Network Elements and compensation

arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided in this Agreement. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

- V. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- VI. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. \_\_\_\_ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Ameritech Wisconsin reserves its right to exercise its option at any time in the future to adopt on a date specified by Ameritech Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.
- VII. This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such the Commission. All other terms of the Agreement will remain the same.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

**Talk America Inc.**

**Wisconsin Bell Inc. d/b/a Ameritech  
Wisconsin, by SBC Telecommunications, Inc.,  
its authorized agent**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Name:\_\_\_\_\_  
(Print or Type)

Name:\_\_\_\_\_

Title:\_\_\_\_\_  
(Print or Type)

Title: For President - Industry Markets

Date:\_\_\_\_\_

Date:\_\_\_\_\_